

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, SEPTEMBER 15, 1998
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 98-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AND MILLIKEN COMPANY WHEREBY CERTAIN ASSETS USED IN THE MILLIKEN MANUFACTURING PROCESS WILL BE LEASED TO MILLIKEN & COMPANY AND OTHER MATTERS RELATING THERETO"
5. Consideration of Third & Final Reading of Ordinance 98-9 (Titled Above)
6. Public Hearing to Receive Written and/or Oral Comments Regarding a Proposed Lease Agreement for Hangar Space for Aircraft Maintenance at the Oconee County Airport
7. Consideration of Adoption of Above Mentioned Agreement
8. Briefing Regarding Pending Litigation – Mr. Thomas Bright, Haynsworth Law Firm
9. Discussion Regarding Heritage Community Services Grant – Ms. Lenna Neill
10. Consideration of First Reading of Ordinance 98-10, "OCONEE COUNTY BUILDING CODES ORDINANCE, REPEALING ORDINANCE 90-7"
11. Consideration of Bids for Voter Tabulation and Programming Software for Voter Registration Office – Ms. Tami Taylor-Hall, Voter Registration Director & Ms. Marianne Dillard, Purchasing Agent
12. Review of and Possible Action Regarding Insurance Policy Deductibles for Automobiles, Tort, Buildings, Etc. – Ms. Marianne Dillard, Purchasing Agent
13. Old Business
14. New Business
15. Adjourn

AGENDA

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Prior to the Council meeting at 3:00 pm, there will be an open meeting at 2:30 pm in Council Chambers, 415 S. Pine Street, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak must sign in and give the subject on which they wish to speak.

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Tuesday, September 15, 1998 at 1:00 pm in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing:

(1) Possible Site for Manned Convenience Center for the Long Creek/Cleveland/Holly Springs Area

(2) Ordinance 98-8 "OCONEE COUNTY ANIMAL CONTROL ADDING TO AND AMENDING CERTAIN SECTIONS OF ANIMAL CONTROL ORDINANCE 87-8 & 88-4".

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District III
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, September 15, 1998 at 300 pm in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Brian Fulkerson – Journal/Tribune, Dick Mangrum – WGOG Radio, Ashton Hester – Keowee Courier & Laura Gabrels – Anderson Independent.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed the guests and media.

Invocation:

The invocation was given by Mr. Hall.

Minutes:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the minutes of the September 1, 1998 meeting be adopted as printed.

Public Hearing - Ordinance 98-9:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 98-9, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AND MILLIKEN COMPANY WHEREBY CERTAIN ASSETS USED IN THE MANUFACTURING PROCESS WILL BE LEASED TO MILLIKEN & COMPANY AND OTHER MATTERS RELATING THERETO".

There was no one present with written and/or oral comments regarding this ordinance.

Ordinance 98-9:

Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 98-9, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AND MILLIKEN COMPANY WHEREBY CERTAIN ASSETS USED IN THE MILLIKEN MANUFACTURING PROCESS WILL BE LEASED TO MILLIKEN COMPANY AND OTHER MATTERS RELATING THERETO” be adopted on third and final reading.

Airport Lease Agreement:

Mr. Marion Lyles, Airport Manager, addressed Council regarding a lease agreement by and between Oconee County and a licensed mechanic for the purpose of repair and maintenance of aircraft at the airport.

After a brief discussion, Mr. Orr assigned this matter to the Purchasing, Contracting, Real Estate, Building & Grounds Committee.

Ordinance 98-10:

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 – 0 that Ordinance 98-10, “OCONEE COUNTY BUILDING CODES ORDINANCE, REPEALING ORDINANCE 90-7” be adopted on first reading.

Mr. Orr informed Council it was his desire to take this Ordinance from the Purchasing, Contracting, Real Estate, Building & Grounds Committee and assign it to a special committee comprised of full Council.

Mr. Timms expressed concern regarding buildings that are eye sores in the county and expressed his desire that the Building Inspector be certified to condemn such buildings.

Voter Registration:

Upon recommendation of Ms. Tami Taylor-Hall, Voter Registration Director & Ms. Marianne Dillard, Purchasing Agent, Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that the bid for voter registration tabulating software be awarded to Sequoia Pacific Systems at a total cost of \$27,850 which includes training, travel, etc. (See attached bid sheet)

Compensation/Collision Insurance:

After a brief discussion regarding the county's compensation/collision insurance, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the attached recommendations of the Purchasing Agent regarding deductibles be adopted and the insurance costs & coverages be studied before the next renewal time to determine if the county should stay with the Insurance Reserve Fund or seek independent quotes.

Heritage Community Services Grant:

Ms. Lenna Neill addressed Council regarding a Heritage Community Services Grant in the amount of \$54,000 for the reduction of teen pregnancy. After discussion, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Council express support in principal of this program and referred Ms. Neill to the Superintendent of Education for appropriate action.

Executive Session:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Council go into executive session for the purpose of discussing pending litigation and receiving advice.

Open Session:

(Personnel):

When open session resumed, Mr. Hall made a motion, seconded by Mrs. Hughes that Council hire a planner and upgrade the Auditing Technician to a Grants Coordinator. This motion and second was withdrawn due to these two positions needing to be considered separately.

Mr. Hall then made a motion, seconded by Mr. Thomas, approved 5 – 0 that \$274 be taken from contingency and placed in line item 10 016 00110 03602 to upgrade the Auditing Technician to Grants Coordinator.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that Council endorse the concept of hiring a Planning Manager.

Newry Study:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that funds be taken from contingency for the purpose of a feasibility study regarding the water and sewer in Newry.

Fee-in-Lieu of Taxes:

Mr. Orr referred the matter of fee-in-lieu of taxes for industries to the Budget & Finance Committee.

Town Meeting:

Mr. Thomas reminded Council of the town meeting September 17, 1998 at 7:00 pm for the purpose of discussing the Supervisor-Council form of Government and the Administrator-Council form of Government that will be on the November ballot.

Hamilton Career Center:

Mr. Timms reminded Council of the open house Saturday, September 19, 1998 at the Hamilton Career Center.

County Council Coalition:

Council approved by consensus Mr. Timms attending the County Council Coalition Institute of Government for County Officials October 22, 1998 contingent upon the funds being available.

Airport:

Mr. Marion Lyles, Airport Manager, informed Council there would be open house at the new airport terminal building October 24, 1998.

Contract with School District:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that the School District be released from the lease for the building commonly known as the “Old Discount Mart Building”. (See attached letters)

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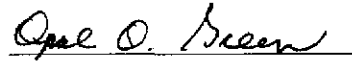
PIC Committee:

Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 – 0 that Mr. Jerry Dyar and Mr. Thomas Campbell be reappointed to the Pendleton District Workforce Development Board with their terms commencing immediately and expiring June 30, 2001.

Adjourn:

Adjourn: 5:55 pm

Submitted By:



Opal O. Green
Council Clerk

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT BETWEEN OCONEE COUNTY AND MILLIKEN & COMPANY WHEREBY CERTAIN ASSETS USED IN THE MANUFACTURING PROCESS WILL BE LEASED TO MILLIKEN & COMPANY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (hereinafter referred to as the "County"), acting by and through its County Council (the "County Council"), is empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into lease agreements with industries in connection with the acquisition, enlargement or improvement of industrial enterprises within the State of South Carolina (the "State"); and

WHEREAS, under the terms of the Act, the County may enter into an arrangement which provides for a fee in lieu of taxes for a qualifying project as provided in Section 4-12-30 of the Act; and

WHEREAS, Milliken & Company, a corporation organized under the laws of the State of Delaware (the "Corporation"), has determined that it desires to expand and improve certain of its existing facilities for the manufacture of textiles and chemicals in the County through the acquisition, installation and construction of certain machinery, apparatus, equipment and related improvements (the "Project"); and

WHEREAS, by resolution in a meeting duly assembled on _____, 1998, the County Council authorized the execution of that certain Inducement and Millage Rate Agreement between the County and the Corporation entered into as of _____, 1998; and

WHEREAS, in connection with the Project, the Corporation has agreed that the aggregate capital investment in the Project for the period referred to in the hereinafter defined Lease Purchase Agreement will equal or exceed a minimum of \$5,000,000.00; and

WHEREAS, the County desires to provide assistance to the Corporation in the form of the fee-in-lieu-of-tax provisions of Section 4-12-30 of the Act, and in connection therewith to make the Project available to the Corporation under and pursuant to the terms of a financing agreement in the form of a lease agreement to be entered into between the County and the Corporation and to be dated the date of its delivery (the "Lease Purchase Agreement"); and

WHEREAS, the Lease Purchase Agreement and related Escrow Agreement between the County, the Corporation and Wyche, Burgess, Freeman & Parham, P.A., as escrow agent (the "Escrow Agreement") will provide that, upon payment of certain rental amounts as well as all fee in lieu of taxes and other amounts due under the Lease Purchase Agreement, or upon earlier termination as provided in the Lease Purchase Agreement, the Project will be conveyed to the Corporation for nominal consideration; and

WHEREAS, the County Council has caused to be prepared and presented to the County

Council the form of the Lease Purchase Agreement and the Escrow Agreement which the County proposes to execute and deliver, and the same are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, as follows:

Section 1. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" as said term is referred to and defined in Section 4-12-10(2) of the Act, and the Lease Purchase Agreement will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing or maintaining employment and other public benefits not otherwise provided locally;

(c) Neither the Project, the Lease Purchase Agreement, the Escrow Agreement not any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(d) The purposes of the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(e) The inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project will be greater than the costs;

(f) The Lease Purchase Agreement obligates the Corporation to pay all amounts payable as fees in lieu of taxes with respect to the Project;

(g) The Lease Purchase Agreement provides that, upon payment by the Corporation of all amounts payable thereunder, or upon earlier termination as provided therein, the County will convey the Project to the Corporation at the nominal consideration provided therein; and

(h) The Project will be made available by the County to the Corporation upon terms which require the Corporation, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect to the Project, including any self-insurance.

Section 2. The forms, terms and provisions of the Lease Purchase Agreement and the Escrow Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the same were set out in this Ordinance in their entirety. The Chairman of County

Council (or in the absence of the Chairman, for any reason, the Vice Chairman or acting Chairman), and the Clerk to County Council (or in the absence of the Clerk, for any reason, the acting Clerk) are hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Purchase Agreement and the Escrow Agreement in the name and on behalf of the County, and thereupon to cause the same to be delivered to the Corporation. The Lease Purchase Agreement and the Escrow Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be required or deemed appropriate by the officials of the County executing the same, with the advice of counsel, in order to accomplish the purposes of the transactions authorized by this Ordinance, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease Purchase Agreement and the Escrow Agreement now before this meeting.

Section 3. The above-referenced officials of the County are authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Lease Purchase Agreement and Escrow Agreement and as are customary in financing arrangements of this type.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage.

Passed and approved on the _____ day of _____, 1998.

**COUNTY COUNCIL OF OCONEE
COUNTY, SOUTH CAROLINA**

(SEAL)

By: _____
Chairman

ATTEST:

Clerk of Oconee County Council

First reading: _____, 1998

Second reading: _____, 1998

Third reading: _____, 1998

Public hearing: _____, 1998

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 1998, _____, 1998 and _____, 1998, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Oconee County

Dated: _____, 1998

*Blacklined
Draft*

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN **OCONEE COUNTY, SOUTH CAROLINA** AND **MILLIKEN & COMPANY**, WHEREBY, UNDER CERTAIN CONDITIONS, **OCONEE COUNTY** WILL EXECUTE A LEASE AGREEMENT ~~[OR AGREEMENTS]~~ FOR ONE OR MORE PROJECTS INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT, WHEREBY THE PROJECT OR PROJECTS WOULD BE SUBJECT TO CERTAIN FEES-IN-LIEU-OF-TAXES, AND PROVIDING FOR RELATED MATTERS

WHEREAS, **OCONEE COUNTY, SOUTH CAROLINA** (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties (which properties constitute "projects" ~~})~~ as defined in the Act) and to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of-taxes with respect to such projects; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is further authorized by the Act to accept title to one or more projects located in Oconee County, South Carolina and to lease such projects to any investor pursuant to a lease or lease purchase agreement by and between the County and such investor (a "Lease"); and

WHEREAS, **MILLIKEN & COMPANY**, a corporation organized and existing under the laws of the State of Delaware (the "Company"), requested the County to participate in certain improvements and expansions of its industrial facilities located in the County (the "Project") by executing an Inducement and Millage Rate Agreement, and a Lease thereby providing for certain development incentives for a project to be undertaken by the Company in the County pursuant to the Act consisting of the acquisition, installation and construction of textile and chemical manufacturing machinery, equipment and improvements (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement attached hereto; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would serve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act, and for the purpose of authorizing a Lease for the Project providing for the payment of fees in lieu of tax pursuant to Section 4-12-30(D) of the Act, there is hereby authorized to be executed a Lease between the County and the Company pertaining to the Project involving an aggregate investment in the amount of not less the Five Million Dollars (\$5,000,000) (the "Lease Agreement").

Section 2. The provisions, terms and conditions of the Lease Agreement by and between the County and the Company, and the form, details and maturity provisions, if any, of the Lease Agreement, shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council and the County Administrator are hereby authorized to execute an Inducement and Millage Rate Agreement, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference, in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized to attest the same; and the Chairman of the County Council is hereby further authorized to deliver said executed Inducement and Millage Rate Agreement to the Company.

Section 4. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution and that the Inducement and Millage Rate Agreement shall constitute an inducement agreement and a millage rate agreement for the Project within the meaning of the Act.

Done in meeting duly assembled this 18th day of August, 1998.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Supervisor, County Council of Oconee
County, South Carolina

ATTEST:

By: _____
Clerk, County Council of Oconee
County, South Carolina

LEASE AGREEMENT

Landlord

Tenant

THIS AGREEMENT, made this _____ day of _____, 19____, by and between

(hereafter referred to as "Landlord")
and _____
(hereinafter referred to as "Tennant:), witnesseth:

1. That Landlord for and in consideration of the covenants and agreements hereinafter contained, and made on the part of the Tenant, does hereby demise and lease to Tenant _____ square feet of hanger space located at the Oconee Regional Airport (hereinafter referred to as "Airport") and set forth and shown on Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as demised premises"), subject to a reservation of easement rights by Landlord for the installation, maintenance, repair and replacement, if necessary, of such public utilities or Federal Aviation Administration installations as may now traverse the demised premises, or as may be necessary to be installed during the term hereof. In addition, Landlord grants to Tenant the right of access and ingress to and egress from the demised premises to the taxiway and to the public streets by tenant and its employees, contractors, suppliers, servicemen, guests and invitees; provided that such rights of access, ingress and egress are at all times exercised in conformance with any of Landlord's ordinances and all regulations of the Oconee County Regional Airport, for the care, operation, maintenance and protection of the Airport and the public.

To have and to hold the same pursuant to the terms of this Agreement for two (2) years commencing on the _____ day of _____, 19____, and expiring on the _____ day of _____, 19____.

2. Nature of tenancy and Use of Premises: Landlord hereby grants to Tenant the privilege of operating a FAA licensed mechanic enterprise for the purpose of repair and maintenance of aircraft. It is expressly understood and agreed that the only activity which Lessee may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

The operations of Tenant and its invitees, employees and agents shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the

demeanor, conduct or appearance of Tenant's invitees, employees and agents whereupon Tenant shall take all steps necessary to remove the cause of the complaint.

Tenant acknowledges that the Landlord has an interest in assuring that the leased premises and adjacent area(s) are kept clean and appropriately maintained in an orderly fashion so as to comply with all applicable regulations and statutes as well as to present an appropriate appearance to persons using the facilities thereon. In this regard, Tenant agrees to maintain the leased premises in a neat, clean and orderly fashion acceptable to the Landlord and in compliance with all applicable laws and regulations now existing or hereafter enacted and in conformity with all recommendations and requirements as may be set forth by the Oconee County Fire Marshall or his designee(s), who shall have the right to inspect the subject premises at all reasonable times.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon Airport premises, other than in places demised to Tenant and pursuant to this Agreement, or exempt in regular parking areas.

3. Restrictions of other statutes and agreements: This agreement shall be subject and subordinate to any existing or future federal or state statutes or any existing for future leases or agreements between Landlord and the United States or the State of South Carolina relative to the development, construction, operation or maintenance of said Airport. This Agreement shall likewise be subject to any leases or agreements which Landlord has or may hereafter have with others for the operation of Airport facilities, so long as it does not interfere with Tenant's use of the premises as set forth hereinabove. However, if any provisions of the existing leases or future leases between any fixed base operator and/or mechanic of said Airport facilities are in conflict with any provisions herein, then in such event, the provisions of said lease agreements shall supersede any provisions contained herein. Tenant agrees not to hold the Landlord liable for damages of injury which may occur to Tenant, its invitees, employees or agents, as a result of other operations of the Airport or those of other tenants, their employees, agents or assigns upon Airport properties.

4. Option to renew: At the expiration of the term of this lease, the Tenant shall have the right and option of extending the same for an additional five (5) year period upon the same terms and conditions as herein, provided Tenant notifies the Landlord in writing of its intention to exercise the automatic renewal at least ninety (90) days prior to the expiration of this lease.

5. Rentals, utility charges, fees and taxes: Tenant shall pay to Landlord as rental for said demised premises a monthly rent in the sum of _____ dollars plus three (3%) percent of gross receipts payable in advance on the 15th of each month. For purposes of this Agreement, the term "gross receipts" shall mean the aggregate value of all maintenance and repair services and sales of parts and supplies performed and sold by Tenant for cash, or credit, or otherwise, of every kind, name, and nature, regardless of

when or whether paid for or not, together with the aggregate amount of all exchange of goods, wares, merchandise, and service for services or goods, at the selling price, as of the service or goods had been sold for cash or the fair and reasonable value, whichever is greater. The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, use, sales privilege taxes now or hereafter imposed or collected by Tenant directly from customers, or as part of the price of any services and paid over in turn by the collecting party to any governmental agency; but this provision shall not excuse the Tenant from paying to governmental agencies all taxes for which it may be liable.

Tenant shall pay in addition to rental and the charges above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this Agreement or any extended terms.

6. Construction, alteration and maintenance of hangar: Tenant, may not erect or install on the demised premises additional structures or improvements, without the prior written consent of the Landlord.

Tenant shall at all times throughout the term hereof maintain the hangar space and hangar site improvements and all other portions of the demised premises in good and serviceable condition and repair, reasonable wear and tear acts of God and other unavoidable casualties excepted.

Tenant shall not install, erect or place, or permit others to do so, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport property, without the prior written consent of the County of Oconee.

In the event that the entire demised premises or such part thereof as will substantially impair Tenant's ability to use the premises for the purposes specified in this Agreement are required for Airport purposes or any other purposes prior to the expiration of this Agreement or any extended term thereof, the County of Oconee may, upon ninety (90) days advance written notice to Tenant, direct Tenant to vacate the same and this Agreement shall terminate. If the tenancy is terminated pursuant to this paragraph, then in such event, any prepaid rentals shall be prorated to the date of termination. In addition, if available and approved space exists, the Tenant may negotiate an alternate lease for the unexpired term of this Agreement, subject to the same terms and conditions set forth herein, on a mutually agreeable site. Tenant may relocate all improvements and structures installed by Tenant on the demised premises, provided that after relocation the demised premises shall remain in good condition and repair, normal wear and tear excepted. Tenant shall be responsible for all costs and expenses incurred by reason of said relocation.

Tenant shall allow Landlord, its officers, agents or employees, free access to the demised premises for the purpose of inspecting them to ascertain if Tenant is performing its obligations under this Lease Agreement.

7. Insurance: The Tenant will be responsible to pay for insurance coverage on its contents and to conduct its operation at the Airport in a safe and orderly manner so as to abide by any Airport operating rules and regulations which are now in effect or may become effective as established in the future by the Landlord.

County shall maintain fire and extended coverage insurance covering loss or damage to the existing hangar located on the demised premises in the amount of replacement cost.

Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents and employees, from and against all personal injury or property claims, judgments, costs, damages, expenses and liabilities of and to third persons excluding claims and liabilities resulting from the primary or active negligence of the Landlord, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its property and the use of the demised premises insuring against said claims, judgments, costs, damages, expenses and liabilities (including but not limited to public liability) in the minimum amount of \$500,000.00 and naming the County as an additional named insured in said policy. In the event any claim is made or action brought which is covered by the foregoing indemnity the Landlord shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of same. The landlord shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend any such claim or action, and if the landlord desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at it expense, in the defense.

Landlord does not accept any liability for the activities or use of the above demised premises by Tenant, whether connected with operation of aircraft or not, nor does the Landlord accept any liability for the protection, damage or loss of any equipment or aircraft while on the demised premises or Airport property or personal injuries suffered by anyone in connection with the use of the demised premises while going to or from or on the demised premises.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of this Agreement.

8. Warranties of Landlord and Disclaimer

(a) The Landlord warrants and represents that it has fee simple, marketable title to the premises herein being leased and that there are no suits pending, or that the

Landlord has no knowledge of the same, that will interfere with the Tenant's right to use the premises free from all hindrance or threat of suit whatsoever.

(b) The Landlord warrants and agrees that the Tenant shall have the quiet enjoyment of the premises free from any suit or hindrance of and from the Landlord, its successors and assigns, or from any other person whomsoever.

(c) Tenant has had ample opportunity to inspect the demised premises and acknowledges that Landlord is making the demised premises available to Tenant pursuant to this Lease Agreement in "as-is, where-is" condition, there being no warranties, express or implied, with respect to the conditions of the demised premises, or their suitability for any particular purpose or use.

9. Assignment: Tenant shall not assign, transfer, mortgage or pledge this Agreement or the leasehold interest created herein, nor sublet the use of the premises or any part thereof, without the approval of the County of Oconee, nor permit any transfer by operation of law of its interest created thereby.

10. Agency: This Agreement does not constitute either party, their agent or representative of the other, for any reason whatsoever.

11. Legal expenses and costs: In the event either party resorts to legal action in order to enforce the terms and conditions of this Lease, or to collect any amounts due hereunder, the prevailing party will be entitled to a reasonable attorney's fee, court costs, and filing fees.

12. Default: In any of the following events which shall constitute "events of default," Landlord shall have the right at its election, immediately to terminate this agreement, or to terminate Tenant's tenancy hereunder:

(a) Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

(b) Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within ninety (90) days thereafter, or the interest of the Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a receiver or trustee shall be appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within ninety (90) days thereafter.

(c) Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of landlord first had and obtained.

(d) Tenant shall fail to observe any other provision of this Agreement after thirty (30) days written notice given by Landlord of such failure, or, if such failure cannot be cured within (30) days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

(i) Upon the occurrence of any one or more of the events of default specified, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer; nor shall it cause a forfeiture of rents due by virtue hereof, nor waiver of any covenant, agreement or promise to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or act incident thereto.

(ii) At its option, Landlord may terminate this Agreement for any uncorrected event of default. Landlord in any case may sue for and recover all damages and rent accrued or accruing under this agreement or arising out of any breach thereof.

(iii) Landlord, may if it so elects, pursue any other remedies provided by law for the breach of this Agreement or an of its terms, covenants, conditions or stipulations.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

13. Destruction of premises: Should any structure or improvement on the demised premises be damaged or destroyed, County may determine, in its sole discretion, using insurance proceeds, to repair or rebuild same. If the County elects not to repair or rebuild, the County may terminate this Lease Agreement upon thirty (30) days written notice to Tenant.

14. Equal Opportunity: This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which services the public.

Tenant, for itself, its successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services and sale of goods thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; (3) that Tenant shall use the facilities leased hereunder in compliance with all other requirements and imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended; (4) shall furnish services on a fair, equal, and not unjustly discriminatory prices for each unit of service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume-business clients.

15. Surrender of premises: Upon termination of this Agreement by lapse of time or for any other reason as provided for in this Agreement, Tenant agrees to surrender the demised premises and all improvements in good condition and repair, normal wear and tear expected, without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

16. Quality of Services: During the term of this Agreement the Tenant agrees that it will:

(a) Maintain a facility with a capacity which, in Landlord's opinion, is adequate to provide service, maintenance and repair for aircraft;

(b) Perform all services and repairs on the aircraft in accordance with practices, procedures, specifications, and standards established and authorized and approved by the Federal Aviation Administration;

(c) Maintain adequate equipment and facilities to provide inspection, maintenance, adjustment, repair, overhaul, testing, and all other related services required by owners of aircraft located at the Airport of landlord;

(d) Assume full responsibility for the quality of work performed in the service, maintenance and repair of aircraft under the terms of this Agreement;

(e) Provide qualified repair facility technicians licensed and approved by the Federal Aviation Administration.

17. Independent Contractor: The Tenant is and shall remain an independent contractor, purchasing parts or materials and providing services for its own account.

Tenant alone shall be answerable for any loss or damage caused by it or its employees or agents.

18. Operations: Tenant shall act, and shall cause its officers, employees, agents and contractors to act, in accordance with that degree of skill, care and diligence normally exercised by an FAA licensed mechanic performing maintenance and repair operation at an Airport comparable in size and magnitude to the Airport of Landlord. Tenant shall further maintain those standards set by the County of Oconee Airport Commission.

19. Rules and Regulations: Tenant shall comply, and shall cause its officers, employees, agents, and contractors to comply, with all applicable federal, state, and local governmental laws, rules, regulations, and executive orders, including without limitation the rules, regulations, executive orders and ordinances of the Landlord, now or hereafter in effect.

20. Certifications: Tenant and all of its mechanics shall provide the County with proof that all parties are validly licensed and certified mechanics by the Federal Aviation Administration and shall procure all licenses, certificates, permits, or other authorization from all governmental authorities which may be necessary for Tenant's operations hereunder.

21. Not Exclusive Right: Nothing contained in this Agreement shall be construed to grant, or authorize the granting of, an exclusive right prohibited by 308 of the Federal Aviation Act of 1958, as amended, and the Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

22. Amendments: This Agreement constitutes the entire Agreement between the parties and may not be amended except in writing signed by all parties and said Agreement shall be binding upon the parties hereto, their heirs, successors and assigns forever.

23. Jurisdiction and Venue: This Lease Agreement shall be construed in accordance with the laws of the State of South Carolina and the venue and jurisdiction for any action hereunder shall be in the County of Oconee, State of South Carolina.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals
the day and year first above written.

IN THE PRESENCE OF:

COUNTY OF OCONEE

WITNESS

LANDLORD

WITNESS

TENANT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE:

PERSONALLY appeared before me _____,
who, being duly sworn, says that _____ he saw the within named County of Oconee by
_____, its _____ as
Landlord, sign, seal, and as its act and deed, deliver the within Lease Agreement for the
uses and purposes therein mentioned; and that deponent with _____
_____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 199.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PERSONALLY appeared before me _____,
who, being duly sworn, says that _____ e saw the within named _____
_____, as Tenant, sign, seal, and as its act and
deed, deliver the within Lease Agreement for the uses and purposes therein mentioned;
and that deponent with _____ witnessed the execution
thereof.

SWORN to before me this _____ day of _____, 199 .

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE:

PERSONALLY appeared before me _____,
who, being duly sworn, says that _____ he saw the within named County of Oconee by
_____, its _____ as
Landlord, sign, seal, and as its act and deed, deliver the within Lease Agreement for the
uses and purposes therein mentioned; and that deponent with _____
_____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 199.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PERSONALLY appeared before me _____,
who, being duly sworn, says that _____ e saw the within named _____
_____, as Tenant, sign, seal, and as its act and
deed, deliver the within Lease Agreement for the uses and purposes therein mentioned;
and that deponent with _____ witnessed the execution
thereof.

SWORN to before me this _____ day of _____, 199 .

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____



Appalachian
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668
Greenville, SC 29606 • (864) 242-9733

MEMORANDUM

To: Ms. Opal Green, Ms. Kathy Lusk

From: Steve Pelissier

Date: September 9, 1998

Subject: Revised Draft of Building Code Ordinance

Please find attached, a revised draft of the Oconee County Building Code, dated September 9, 1998. The only changes between this document and the August 17th draft are in Sections 2.10 and 3.01. In accordance with direction we received from the Building Committee last night, Section 2.10 is changed to allow precut, rough sawn, or reprocessed wood that is graded by either the Oconee County Building Official or a certified independent agency. Also, a provision is added to Section 3.01 to require that the building official be certified to grade lumber. A clause is included to allow the official to be hired without the certification, so long as he receives certification within twelve months of employment.

An additional amendment that the committee discussed but did not request that we include in the ordinance was to establish a minimum cost for work that would be subject to code requirements. Should County Council choose to make this change, they could do so by altering Section 3.02 as noted below:

Section 3.02 Permits Required

Any owner, authorized agent, contractor, or any other party who desires to construct, enlarge, alter, repair, improve, or otherwise change a building or structure (as defined by the codes referenced herein), or to erect, install, enlarge, alter, repair, remove, convert, or repair any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the codes referenced in this ordinance, or to cause any work to be done, shall first make application to the building official and obtain an appropriate permit, except that in the case of emergency repairs (as defined by the referenced codes), repairs may commence immediately and a permit may be subsequently obtained.

Section 3.02.A Exceptions to Permit Requirements

In the event that the total cost for parts, supplies, materials, and labor for any of the above referenced activities shall be less than XXXXX dollars (\$ XXX), no building permit shall be required.

You will notice that a clause in Section 403 refers to some other county ordinance. I copied this provision from Ordinance 90-7 and do not know which ordinance it is intended to cite.

You will also notice that Section 4.04 establishes January 1, 1999 as the effective date of this ordinance. That is the recommendation of the planning commission. The county actually has up to six months from the time it hires a building official until the ordinance has to come into affect. County Council may wish to revise this date.

I hope you find this information to be informative. If we may be of additional assistance, please do not hesitate to let us know.

Draft 9/9/98

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

OCONEE COUNTY
BUILDING CODE ORDINANCE
ORDINANCE NO. _____

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AN ORDINANCE

To adopt Building, Housing, Electrical, Plumbing and Gas Codes relating to the construction, livability, sanitation, erection, equipment, alteration, repair, and occupancy of buildings and structures located within Oconee County, South Carolina.

ARTICLE I: GENERAL

Section 1.01 Title

This ordinance shall be known as the "Building Code Ordinance of Oconee County, South Carolina."

Section 1.02 Authority

This ordinance is adopted pursuant to the authority conferred by Title VI, Chapter 9, Section 50 of the 1976 South Carolina Code of Laws, Cumulative Supplement.

Section 1.03 Purpose

The purpose of this ordinance shall be to establish rules and regulations for the construction and alteration of buildings in the unincorporated portions of Oconee County, the issuance of permits pertaining thereto, and the duties of the Oconee County Building Official.

ARTICLE II: REGULATORY CODES

Section 2.01 Standard Building Code Adopted

The most recent edition of the Standard Building Code, including Appendices A, C, D, and H, as published by the Southern Building Code Congress, International, are hereby adopted and incorporated into this ordinance by reference.

Section 2.02 Standard Housing Code Adopted

The most recent edition of the Standard Housing Code, as published by the Southern Building Code Congress, International, is hereby adopted and incorporated into this ordinance by reference.

Section 2.03 National Electrical Code Adopted

The most recent edition of the National Electrical Code, including Appendices A and C, as published by the National Fire Council of American Building Officials, are hereby adopted and incorporated into this ordinance by reference.

Section 2.04 Standard Plumbing Code Adopted

The most recent edition of the Standard Plumbing Code, including Appendices A B, C, D, E, F, G, I and J, as published by the Southern Building Code Congress, International, are hereby adopted and incorporated into this ordinance by reference.

Section 2.05 Standard Gas Code Adopted

The most recent edition of the Standard Gas Code, including Appendices A, C, and E, as published by the Southern Building Code Congress, International, are hereby adopted and incorporated into this ordinance by reference.

Section 2.06 Standard Mechanical Code Adopted

The most recent edition of the Standard Mechanical Code, including Appendices A and C, as published by the Southern Building Code Congress, International, are hereby adopted and incorporated into this ordinance by reference.

Section 2.07 The CABO One and Two Family Dwelling Code Adopted

The most recent edition of the Standard One and Two Family Dwelling Code, as published by the Council of American Building Officials, are hereby adopted and incorporated into this ordinance by reference.

Section 2.08 Standard Fire Prevention Code Adopted

The most recent edition of the Standard Fire Prevention Code, as published by the Southern Building Code Congress, International, is adopted and incorporated into this ordinance by reference.

Section 2.09 Model Energy Code

The most recent edition of the Model Energy Code, as published by the Council of American Building Officials, is adopted and incorporated into this ordinance by reference.

Section 2.10 Use of Precut, Rough Sawn, or Remanufactured Lumber

In accordance with Section 2301.4 of the Standard Building Code, as published by the Southern Standard Building Code Congress International, lumber used for construction of applicable structures shall be identified by the grade mark of a lumber grading inspection agency which is accredited through a program which complies with USDOC PC 20-70 or the equivalent. Grading practices and identification shall comply with rules published by an agency approved in accordance with procedures of USDOC PS 20-70 or equivalent procedures.

In lieu of a grade mark on the material, a certificate of inspection as to species and grade issued by the Oconee County building official or a lumber grading or inspection agency meeting the requirements of the referenced section may be accepted for precut, rough sawn, or remanufactured lumber.

ARTICLE III. ADMINISTRATION

Section 3.01 Oconee County Codes Department

There is hereby established an Oconee County Codes Department for the purpose of administering the above referenced codes, which shall be referred to collectively as the *Oconee County Building Codes* or the *Building codes*.

The Codes Department shall be headed by a building official who shall be appointed by and serve at the pleasure of the Oconee County Supervisor. Additional personnel may be hired for the proper performance of the office, as approved by Oconee County Council. Salaries ranges and other benefits shall be established by County Council. The Codes Department shall accept applications for required permits, review plans and specifications, make required inspections, and issue required certificates and permits. Further, the Codes Department shall be responsible for all administrative functions required by the above referenced codes. The enforcement of codes will commence on January 1, 1999.

The building official shall be certified under a program that is accredited in accordance with procedures of USDOC PS 20-70 for carrying out the inspection of species and grade of lumber. The Oconee County Supervisor shall have the authority to hire a building official who does not have said certification, so long as certification is received within twelve (12) months of the building official's initial date of employment. Failure to achieve certification shall be grounds for termination of employment.

Section 3.02 Permits Required

Any owner, authorized agent, contractor, or any other party who desires to construct, enlarge, alter, repair, improve, or otherwise change a building or structure (as defined by the codes referenced herein), or to erect, install, enlarge, alter, repair, remove, convert, or repair any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the codes referenced in this ordinance, or to cause any work to be done, shall first make application to the building official and obtain an appropriate permit, except that in the case of emergency repairs (as defined by the referenced codes), repairs may commence immediately and a permit may be subsequently obtained.

The permit, when issued, shall be kept at the building or the location where the construction, alteration, or repair is being done and shall be available for inspection by the building official or any other authorized employee of the building codes department, upon demand.

Section 3.03 Fee Schedule

Oconee County Council shall have the right and authority to charge a fee for permits, inspections, appeals, and any other activities related to the administration of this ordinance. A permit and fee schedule shall be adopted by resolution of the Oconee County Council and may be amended from time to time by resolution of County Council.

At any time any of the codes herein adopted are revised or changed and when any of the published fees and procedures or revised or changed, the County shall publish notice of such change in one or more newspapers having general circulation in Oconee County, South Carolina. The notice shall be published for two (2) consecutive weeks and revisions shall become effective ten (10) days following the last publication, unless otherwise specified by County Council.

Section 3.04 Violation And Penalties

The violation of any of the codes or regulations adopted pursuant to the provisions of this ordinance is hereby declared to be a misdemeanor, and any person violating such regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed two hundred dollars (\$ 200.00), or imprisonment of not more than thirty (30) days, or both. Each day such violation shall continue shall be deemed a separate offense. In case of any alleged violation of this ordinance, the Building Official, any other appropriate authority of Oconee County, or any other person or entity who would be damaged by such violation may, in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceeding to prevent, correct, or abate such violation.

Nothing in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liabilities incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, not shall any right or remedy of any character be lost, impaired or affected by this article.

Section 3.05 Appeals

Any person who is aggrieved by any determinations or actions made or taken by the building official or his designated representative may appeal the determination or action to the Oconee County Board of Appeals. The appeal shall be in writing and shall clearly set forth the reasons for appeal. Procedures for filing appeals, administering appeals, establishing the Board of Appeals, and conducting hearings will be in full compliance with the appeals process as established in the Standard Building Code, referenced in Section 2.1.

ARTICLE IV: PENALTIES AND VIOLATIONS, AMENDMENTS,
CONFLICT, VALIDITY AND ENACTMENT

Section 4.01 Conflict

Whenever this ordinance imposes a higher standard than required by other ordinances, rules, or regulations, the provisions of this ordinance shall govern. When the provisions of any other ordinance, rules, or regulations impose higher standards, unless specified herein, the provisions of such statute shall govern.

Section 4.02 Separability And Validity

Should any section, paragraph, clause, phrase, or provision of this ordinance be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not effect the validity of this ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Section 4.03 Repeal Of Conflicting Ordinances

Upon the adoption of this ordinance by Oconee County Council, all ordinances, or parts of ordinances, in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect. Ordinance No. 90 - 7 is specifically repealed.

Nothing in this ordinance shall be interpreted or construed to conflict with, subjugate, or replace Ordinance No. _____, as amended, in order to locate and place on books property for tax purposes.

Section 4.04 Effective Date

Upon the adoption of this ordinance, County Council shall have full authority to establish a Codes Department and create administrative positions, as specified in Section 2.10 of this ordinance. Also, the County Supervisor shall have authority to hire personnel for the specified positions. In addition, Oconee County Council shall have full authority to establish a fee schedule, as specified in Section 2.11 of this ordinance.

The regulations and requirements, as specified in Section 2.1 through Section 2.9 of this ordinance shall be in full force and affect on January 1, 1999.

Section 4.05 Area Of Jurisdiction

This ordinance shall have jurisdiction throughout the entire unincorporated area of Oconee County.

APPROVED on FIRST READING this _____ day of _____, 1998, by a vote of:

_____ Yes

_____ No

Opal O. Green, Clerk

APPROVED on SECOND READING this _____ day of _____, 1998, by a vote of:

_____ Yes

_____ No

Opal O. Green, Clerk

APPROVED on THIRD READING this _____ day of _____, 1998, by a vote of:

_____ Yes

_____ No

Opal O. Green, Clerk

Harrison Orr, Supervisor -
Chairman, Oconee County Council

Attest:

Opal O. Green, Clerk

BIDDER	Election Systems & Software	Sequoia Pacific Systems		
Base Bid (plus applicable tax)	18,000.00	20,250.00 *		
Sales Tax				
Total				
		*Does not include airfare & motel (see attached)		
Training - Number of Hours	16 hours	3 full days - 2 days on site election		
Annual Software License Fee	2,340.00	1,400.00		
Attended Bid Opening:	Bob Brock, Ed Mitchel, Tami Taylor-Hall, Marianne Dillard, Ann Alberts			

Bidders	Sequoia Pacific Systems		Election Systems & Software, Inc.	
Base Bid		\$ 20,250.00		\$ 18,000.00
Airfare per trip	\$ 1,500.00	\$ 1,500.00		included
Travel & motel per day	\$ 200.00	\$ 600.00		included
Hour of training included		5 days on-site @ \$750 per day - will be billed for actual days on- site - deduct from base bid		16 hours
		\$ (1,500.00)		
Subtotal		\$ 20,850.00		\$ 18,000.00
Software license fee after 1st year X 5 years	\$ 1,400.00	\$ 7,000.00	\$ 2,340.00	\$ 11,700.00
Total cost for 5 years		\$ 27,850.00		\$ 29,700.00

*Need
3 Day
Train*

*\$7,000
transfer*

BID NO. 98-04

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

~~The~~ Sequoia Pacific Systems

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for voter tabulation and programming software for the Voter Registration Office.

BASE BID	<u>\$ 20,250.00*</u>
*travel & expenses not included due to advance purchase	airfare variances. These
expenses can be estimated at the time of scheduling.	
S. C. Sales Tax (5%)	<u>1,102.50</u>
TOTAL Bid Price	<u>\$ 21,262.50*</u>

Number of hours training included in base bid price 3 full days
Technical support available prior to and on Election day. On-site Election support - two days.
Cost of annual software license fee \$ 1,400.00 after the first year.

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.
NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: As per bid specifications.

Bidding Organization: Sequoia Pacific Systems

Mailing Address: 1800 W. International Speedway Blvd., Bldg. 3, Daytona Beach, FL 32114

Signature of Bidders Representative: Cheryl Hattaway *Cheryl Hattaway*

Title: Eastern Region Sales Date: September 9, 1998

Telephone: Representative 904/258-0990 Fax: 904/258-9555



SEQUOIA PACIFIC SYSTEMS

A Division of Smurfit Packaging Corporation

1800 W. INTERNATIONAL SPEEDWAY BLVD., BLDG. 3
DAYTONA BEACH, FLORIDA 32114
904/258-5334 FAX 904/258-6664

September 14, 1998

Ann Albertson
Oconee County Purchasing Department
415 S. Pine Street, Room 107
Walhalla, SC 29691

Dear Ann:

As per our phone conversation this morning, here is the information you requested:

Estimated travel & expenses:

Airfare - will not exceed \$1,500.00 / per trip
Hotel, meals and rental car - estimated at \$200 per day

Installation, training and on-site support:

Daily rate of \$750.00 per day plus expenses.

The number of days needed for installation and training may be increased or decreased as needed by the county. Only the actual number of days used will be billed.

Telephone support is available during regular business hours unless other arrangements have been made.

Election night hotline support is available via telephone or modem (if available) until the completion of the election tabulation.

Annual maintenance contract:

We are unable to guarantee that the current price for the software maintenance will remain the same for five years. The fee will be the same as all other single workstation users. Keep in mind that the maintenance fee is not charged until the second year of use of the system. There is no fee for the first year.

If you have any questions or need further information, please don't hesitate to call me.

Sincerely,

Cheryl Hattaway
Eastern Region Sales Representative

BID NO. 98-04

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The ELECTION SYSTEMS & SOFTWARE, INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for voter tabulation and programming software for the Voter Registration Office.

BASE BID (ETP & EMS Software + 1 ARI Board) \$ 18,000.00
S. C. Sales Tax (5%) N/A
TOTAL Bid Price \$ 18,000.00

Number of hours training included in base bid price 16 Hours

Cost of annual software license fee \$ 2,340.00

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda is issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u>NONE</u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 30 DAYS AFTER AWARD OF BID

Bidding Organization: ELECTION SYSTEMS & SOFTWARE, INC.

Mailing Address: 200 N. LASALLE STREET, SUITE 600, CHICAGO, IL 60601

Signature of Bidders Representative: 

Title: Regional Sales Manager Date: SEPT. 8, 1998

Telephone: 1-800-800-0270 Fax: 312/419-8511

Insurance	Option 1 Current Deductible/Limits	Renewal Premium	Option 2 Alternate Deductible/Limits	Renewal Premium - Estimated	Recommendation	Premium
Auto Liability	\$1,000,000 limit	244 X \$749 = \$182,756.	\$500,000/1,000,000/100,000	244X\$710= \$173,204.	Option 1	\$182,756.00
Building & Personal Property	\$250 deductible	\$ 42,065.47	\$1,000 deductible	\$38,702 (est)	Option 1	\$ 42,068.00
Builders Risk	Motor Pool almost finished					
Comp & Collision \$25,000 and up purchase price	\$200/\$200 deductible	\$ 23,705.57	\$500/\$1000 deductible	\$12,686(est)	Option 2	\$ 12,686.00
Data Processing	\$250/1000 deductible	\$ 1,756.48			Option 1	\$ 1,756.48
Inland Marine Library Display	\$250 deductible	\$ 74.50			Option 1	\$ 74.50
Inland Marine SERT	\$250 deductible	\$ 221.13			Option 1	\$ 221.13
Inland Marine - Off Road	\$10,000 and up purchase price 2% w/\$500 minimum per item	\$ 38,157.36	\$25,000 and up purchase price 2% w/\$500 minimum	\$ 35,540.84	Option 2	\$ 35,540.84
Tort Liability	\$600,000 limit	\$ 81,542.00	\$1,000,000 limit	\$ 108,663.00	Option 2	\$108,663.00
Underground Storage Tank		\$ 6,000.00	n/a		Option 1	\$ 6,000.00
Estimated Grand Total						\$164,941.95

MAD

SC INSURANCE RESERVE FUND
POST OFFICE BOX 11066
1201 MAIN STREET, SUITE 500
COLUMBIA, SOUTH CAROLINA 29201
PHONE: 803-737-0020
FAX: 803-737-0393

Copy
To Harrison
Council Members

Fax

To: Ann
Purchasing

From: Albert C. Byrd, CPCU
Manager, Property-Casualty Department

Fax: 9-1-864-638-4142
Pages: 5

Phone:
Date: 07/24/98

Re: Loss Reports
CC:

- Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Ann, current loss reports for all claims reported as of 7-23-98 and incurred between 1-1-93 and 7-23-98 are attached.

I also estimated premiums for the County's buildings and contents with a \$1,000 per occurrence deductible. At current rates and values the premium would decrease approximately \$3,239 or 8%.

I also estimated auto comprehensive and collision premiums at higher deductibles. The County's current premium is \$24,788. With \$500/\$500 deductibles the premium would be approximately \$14,709; \$500/\$1,000 would be approximately \$12,888; and \$1,000/\$1,000 would be approximately \$12,144. You can see your best savings are at \$500/\$1,000.

Let me know if you need additional information.

*C/Coll. - 2 1/2 yr. ave. 250 vs 1000 ded = 750 diff x 2 1/2 = 1875/yr.
 more in deductibles
 Savings \$12,102 in prem. less \$1875 = \$10,227 net savings*

*Buildings / Data 5/yr. ave. - 250 vs. 1000 ded = 750 diff x 5 = 3750/yr.
 Savings going to higher ded. - \$3,239*

OCONEE COUNTY
 CLAIMS OTHER THAN AUTOMOBILE LIABILITY
 REPORTED AND ESTABLISHED AS OF 7-23-98
 WITH DATES OF LOSS 1-1-93 TO 7-23-98

07/23/1998

21:27

003-737-0393

DIS-IRF

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POLICY NUMB	OCCUR	CLAIM	CL	ST	CLAIMANT NAME 1	CC	DATE REPORT	DATE LOSS	DATE CLOSED	CUR LOSS RESERVES	LOSS PYMTS TO DATE	CUR EXPN RESERVES	EXPN PYMTS TO DATE
C130370095A	60212	64498	01	CB	OCONEE COUNTY	CL	951025	941115	951229		250.00		42.58
C130370095A	56316	60482	01	CB	OCONEE COUNTY	CL	950206	941220	950313		3036.65		108.50
C130370096A	61513	65843	01	CB	OCONEE COUNTY	CL	960115	960102	960313		1308.23		113.36
C130370096A	61673	66013	01	CB	OCONEE COUNTY	CL	960123	960107	960308		1427.77		135.57
C130370097A	65973	70498	01	CB	OCONEE COUNTY	CL	961030	961005	961231		136.00		42.00
C130370097A	66100	70627	01	CB	OCONEE COUNTY	CL	961106	961028	970131		7975.70		205.83
C130370097A	67788	72356	01	CB	OCONEE COUNTY	CL	970228	970219	970516		1573.90		203.32
C130370097A	68068	72643	01	CB	OCONEE COUNTY	CL	970317	970219	970505		219.58		42.00
C130370097A	68214	72792	01	CB	OCONEE COUNTY	CL	970321	970317	970728		8310.82		220.81
C130370098A	73019	77702	01	CB	OCONEE COUNTY	CL	980223	980210	980310		219.25		42.00
C130370098A	73721	78413	01	CB	OCONEE COUNTY	CL	980408	980330	980504		556.99		42.00
C130370098A	74045	78742	01	CB	OCONEE COUNTY	CL	980430	980422	980623		4041.62		172.94
C130370098A	75174	79898	01	OP	OCONEE COUNTY	CL	980713	980526		1500.00	0	51.00	0
S										1500.00	29056.71	51.00	1370.79
D130370093	47979	51949	01	CL	OCONEE COUNTY	LI	930730	930619	931018		9601.98		0
D130370098	74652	79368	01	OP	OCONEE COUNTY	LI	980608	980501		1008.58	0	0.00	0
D130370098	74780	79498	01	OP	OCONEE COUNTY	LI	980612	980530		711.20	0	0.00	0
S										1719.78	9601.98	0.00	0.00
F130370093	47138	51065	01	CL	OCONEE COUNTY	LI	930511	930409	930621		570.41		0
F130370093	47979	52782	01	CL	OCONEE COUNTY	LI	930730	930619	931018		4893.79		0
F130370093	48263	52243	01	CL	OCONEE COUNTY	AV	930809	930707	940314		530.00		0
F130370093	48485	52468	01	CL	OCONEE COUNTY	LI	930903	930717	930923		255.00		0
F130370093	50691	54718	01	CL	OCONEE COUNTY	LI	940131	930805	940218		878.65		0
F130370094	50753	54780	01	CL	OCONEE COUNTY	WD	940131	940108	940328		1096.00		0
F130370094	52203	56284	01	CL	OCONEE COUNTY	VA	940509	940503	940526		363.97		0
F130370094	53528	57636	01	CL	OCONEE COUNTY	LI	940812	940711	940902		1348.50		0
F130370095	56336	60503	01	CL	OCONEE COUNTY	LI	950207	950120	950306		1271.43		0
F130370095	59695	63957	01	CL	OCONEE COUNTY	LI	950925	950501	951103		269.75		0
F130370095	58170	62375	01	CL	OCONEE COUNTY	LI	950614	950515	950706		576.10		0
F130370095	58171	62376	01	CL	OCONEE COUNTY	LI	950614	950515	950706		602.15		0
F130370095	59587	63847	01	CL	OCONEE COUNTY	LI	950918	950814	951006		316.42		0
F130370095	59684	63946	01	CL	OCONEE COUNTY	LI	950925	950905	951011		1637.71		0
F130370096	60967	65283	01	CL	OCONEE COUNTY	LI	951204	951028	951220		747.05		0
F130370096	63014	67403	01	CL	OCONEE COUNTY	HA	960412	960316	960514		662.50		0
F130370096	63802	68220	01	CL	OCONEE COUNTY	LI	960604	960401	960626		1136.00		0
F130370096	64311	68743	01	CL	OCONEE COUNTY	LI	960710	960604	960805		783.43		0
F130370097	65797	70317	01	CL	OCONEE COUNTY	LI	961018	961004	961126		1359.04		0
F130370097	68760	73363	01	CL	OCONEE COUNTY	LI	970502	961210	970728		940.15		0
F130370098	74650	79366	01	OP	OCONEE COUNTY	LI	980608	980501		329.74	0	0.00	0
F130370098	74782	79500	01	OP	OCONEE COUNTY	LI	980612	980605		405.05	0	0.00	0
S										734.79	20238.05	0.00	0.00
M130370097A	71115	75779	01	CL	OCONEE COUNTY	CL	971015	970702	971105		366.54		0
S										0.00	366.54	0.00	0.00

Imp Call
 23/98

Info
 processed

Sub
 22
 12/98

Imp
 10

OCONEE COUNTY
 CLAIMS OTHER THAN AUTOMOBILE LIABILITY
 REPORTED AND ESTABLISHED AS OF 7-23-98
 WITH DATES OF LOSS 1-1-93 TO 7-23-98

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Test
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POLICY NO	OCUR	CLAIM	CL	ST	CLAIMANT NAME 1	CC	DATE REPORT	DATE LOSS	DATE CLOSED	CUR LOSS RESERVES	LOSS PYMTS TO DATE	CUR EXPN RESERVES	EXPN PYMTS TO DATE
T130370093	47352	51289	01	CE	HANSEN, LYNN	PF	930604	930306	940110		0		277.25
T130370093	46871	50782	01	CB	ELLER, RICHARD JAMES	PF	930429	930322	930729		236.30		146.00
T130370093	47844	51812	01	CB	RICHARD HOLBROOKS	PP	930719	930785	931019		1000.00		381.80
T130370093	47844	51812	02	CN	HOLLBROOKS, RICHARD	PP	930719	930705	931019		.00		.00
T130370093	48581	52565	01	CB	ABERCROMBIE, NEIL	ME	930913	930716	931207		1042.63		239.50
T130370093	48657	52643	01	CB	ORR, MERLE	OM	930915	930831	931215		750.00		97.80
T130370093	48657	52643	02	CB	LOMBARD, PHYLLIS	OM	930915	930831	931215		324.00		97.80
T130370093	48657	52643	03	CB	OLBON, KAY	OM	930915	930931	931215		408.14		97.80
T130370093	48657	52643	04	CB	BAUMGARNER, CAROL	OM	930915	930831	931215		270.00		97.81
T130370094	60921	65237	01	TB	WINNICKI, STANLEY A	OM	951130	940101	980528		5000.00		5083.45
T130370094	60921	65237	02	TW	WAYMAN, GERALD A.	OM	951130	940101	980528		.00		.00
T130370094	60921	65237	03	TN	CONTE, RICK	OM	951130	940101	980528		.00		.00
T130370094	54961	59093	01	TE	HAMILTON, ESTER LOUISE RS	LG	941107	940202	970829		0		29875.44
T130370094	50985	55021	01	CC	HAMILTON, ESTER	LG	940223	940217	950501		0		0
T130370094	52493	56576	01	TE	ROCHESTER, JULIAN EDWARD	LC	940526	940307	960423		0		4340.08
T130370094	55922	60869	01	TE	ACOSTA, ANTONIO, SR.	LB	950112	940718	970801		0		19221.05
T130370094	57332	61522	01	DE	WIENCIERZ, ANDRZEJ	LP	950418	940904	970325		0		8037.22
T130370095	56670	60848	01	TE	ROCHESTER, JULIAN E.	LU	950228	941214	970520		0		7409.90
T130370095	57952	62153	01	CL	TIPTON & YOUNG CONST. CO.	ME	950525	950516	950714		439.92		0
T130370095	58109	62313	01	CB	PAXTON, BRANDON MICHAEL	PP	950608	950521	951201		2000.00		449.70
T130370095	58575	62791	01	CB	HUNTER, SHEENA	PP	950713	950704	950831		0		591.30
T130370095	69598	74227	01	OI	BOYER, CHRISTOPHER LEE	HT	970630	950807		2500.00	0	7672.00	328.00
T130370096	60415	64787	01	CE	LEROY, CHRIS	EO	951106	951012	951220		0		73.90
T130370096	61736	66079	01	CB	BEARCE, GERALD ROLAND	ME	960126	960126	960730		11825.00		344.99
T130370096	63711	68128	01	CB	BALL, WALTER D.	OF	960529	960429	971222		4547.81		510.05
T130370096	63374	67780	01	CB	CANTRELL, PAUL	ME	960507	960502	960930		1352.29		336.35
T130370096	63830	68248	01	CL	BEAUMONT, WAYNE	PD	960603	960527	960826		348.98		0
T130370096	64507	68952	01	CL	MASON, LEWIS	PT	960725	960715	960827		858.61		0
T130370097	66073	70600	01	CE	SMITH, ELEANOR I.	ME	961106	961031	970227		0		217.83
T130370097	66481	71020	01	SE	CHELSEA'S OF CLEMSON, INC	LD	961122	961115	970807		0		2050.50
T130370097	66452	70989	01	CB	KERR, RUFUS	PP	961126	961118	970827		19929.57		434.66
T130370097	69209	73826	01	OI	LINDSEY, DOROTHY	PP	970602	961118		500.00	0	7500.00	0
T130370097	67729	72409	01	CN	DOCKETT, CAVLIN	MC	970228	970221	970620		0		0
T130370098	72209	76880	01	OP	LEE, JASMINE J.	PP	971215	971207		1000.00	0	250.00	0
T130370098	72036	76705	01	CC	LEE, JASMINE J.	PM	971215	971210	980102		0		0
T130370098	72323	76996	01	CB	SINGLETON, CHAD	HM	980112	980108	980331		0		149.09
T130370098	73985	78682	01	OP	EPPERSON, MELODY	PF	980427	980116		1500.00	0	500.00	0
T130370098	73282	77969	01	CB	HARBIN, BROWNIE	PF	980310	980303	980626		155.00		338.76
S										5500.00	50518.25	15922.00	82048.03
G										9454.57	109781.53	15973.00	83418.82

OCONEE COUNTY
 AUTOMOBILE LIABILITY CLAIMS
 REPORTED AND ESTABLISHED AS OF 5-5-98
 WITH DATES OF LOSS 1-1-93 TO 5-5-98

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See notes. 11/10/98 on 5 pgs (83-97)

ACCD YEAR	AGENCY NUMBER	INSURED	CLAIM NUMBER	LOSS DATE	CC	VEHICLE	COVG	LOSS & EXP RESERVES	CUR LOSS PAYMENTS	CUR EXPW PAYMENTS	TOTAL INCURRED
1993	303700	SC INS. RES FND	045357	930201	14	85 MACK TRK	P/D CV	.00	422.04	162.03	584.07
1993	303700	SC INS. RES FND	045718	930401	05	91 FORD	P/D CV	.00	900.00	347.97	1247.97
1993	303700	SC INS. RES FND	045754	930501	01	87 FORD TRK	P/D CV	.00	1497.11	454.02	1951.13
1993	303700	SC INS. RES FND	048373	930701	08	84 FORD	B/I CV	.00	7250.00	224.90	7474.90
1993	303700	SC INS. RES FND	048373	930701	08	84 FORD	P/D CV	.00	651.12	134.44	785.56
1993	303700	SC INS. RES FND	049008	931101	15	919191 FORD	P/D CV	.00	314.89	119.58	434.47
1993	303700	SC INS. RES FND	049073	931101	04	8282 FORD	P/D CV	.00	432.48	157.04	589.52
SUBT								0.00	11467.64	1599.98	13067.62
1994	303700	SC INS. RES FND	049594	940301	02	89898989 CHEV P	B/I CV	.00	4555.75	1091.76	5647.51
1994	303700	SC INS. RES FND	049594	940301	02	89898989 CHEV P	P/D CV	.00	4230.35	.00	4230.35
1994	303700	SC INS. RES FND	049789	940401	02	89898989 CHEV P	P/D CV	.00	.00	169.99	169.99
1994	303700	SC INS. RES FND	000209	940601	14	90 FORD	P/D CV	.00	345.00	85.50	430.50
1994	303700	SC INS. RES FND	100158	940601	01		P/D CV	.00	265.90	148.43	414.33
1994	303700	SC INS. RES FND	100289	940701	01		P/D CV	.00	.00	254.91	254.91
1994	303700	SC INS. RES FND	180929	941101	01		P/D CV	.00	756.96	158.78	915.74
1994	303700	SC INS. RES FND	101145	941201	01		P/D CV	.00	416.32	149.03	565.35
1994	303700	SC INS. RES FND	101191	941201	01		P/D CV	.00	.00	151.59	151.59
1994	303700	SC INS. RES FND	101192	941201	01		B/I CV	.00	5400.00	693.08	6093.08
1994	303700	SC INS. RES FND	101192	941201	01		P/D CV	.00	3854.99	.00	3854.99
SUBT								0.00	19825.27	2903.07	22728.34
1995	303700	SC INS. RES FND	203026	950101	01		P/D CV	.00	265.35	154.15	419.50
1995	303700	SC INS. RES FND	203101	950101	01		P/D CV	.00	614.60	149.38	763.98
1995	303700	SC INS. RES FND	203113	950101	01		P/D CV	.00	.00	170.17	170.17
1995	303700	SC INS. RES FND	203272	950301	01		P/D CV	.00	461.34	170.02	631.36
1995	303700	SC INS. RES FND	203527	950401	01		P/D CV	.00	318.82	156.13	474.95
1995	303700	SC INS. RES FND	204011	950701	01		B/I CV	.00	.00	88.50	88.50
1995	303700	SC INS. RES FND	204011	950701	01		P/D CV	.00	3609.04	385.96	3995.00
1995	303700	SC INS. RES FND	204116	950801	01		P/D CV	.00	1933.50	.00	1933.50
1995	303700	SC INS. RES FND	204116	950801	01		B/I CV	.00	5850.00	744.95	6594.95
1995	303700	SC INS. RES FND	204410	950901	01		P/D CV	.00	286.00	128.39	414.39
1995	303700	SC INS. RES FND	205049	951201	01		B/I CV	.00	.00	148.32	148.32
SUBT								0.00	13338.65	2295.97	15634.62
1996	303700	SC INS. RES FND	205267	960101	01		P/D CV	.00	773.76	232.55	1006.31
1996	303700	SC INS. RES FND	285683	960401	12		P/D CV	.00	11496.88	465.83	11962.71
1996	303700	SC INS. RES FND	205914	960501	12		P/D CV	.00	199.76	155.44	355.20
1996	303700	SC INS. RES FND	206146	960701	12		B/I CV	.00	540.00	.00	540.00
1996	303700	SC INS. RES FND	206146	960701	12		P/D CV	.00	5277.78	398.53	5676.31
1996	303700	SC INS. RES FND	206234	960701	12		B/I CV	.00	.00	674.35	674.35
1996	303700	SC INS. RES FND	220166	961201	12		P/D CV	.00	446.00	163.81	609.81
SUBT								0.00	18734.18	2090.51	20824.69
1997	303700	SC INS. RES FND	220586	970301	01		P/D CV	.00	4471.02	433.99	4905.01
1997	303700	SC INS. RES FND	220674	970401	01		P/D CV	.00	2909.95	301.02	3210.97

OCONEE COUNTY
 AUTOMOBILE LIABILITY CLAIMS
 REPORTED AND ESTABLISHED AS OF 5-5-98
 WITH DATES OF LOSS 1-1-93 TO 5-5-98

ACCD YEAR	AGENCY NUMBER	INSURED	CLAIM NUMBER	LOSS DATE	CC	VEHICLE	COVG	LOSS & EXP RESERVES	CUR LOSS PAYMENTS	CUR EXPN PAYMENTS	TOTAL INCURED
1997	303700	SC INS. RES FND	220914	970501	15		P/D CV	.00	480.10	148.81	628.91
1997	303700	SC INS. RES FND	221023	970601	15		P/D CV	.00	560.00	170.92	730.92
1997	303700	SC INS. RES FND	221227	970701	15		P/D CV	.00	300.00	129.46	429.46
1997	303700	SC INS. RES FND	221366	970801	15		P/D CV	.00	3600.00	.00	3600.00
1997	303700	SC INS. RES FND	221366	970801	15		B/I CV	.00	4800.00	631.52	5431.52
1997	303700	SC INS. RES FND	222089	971201	15		B/I CV	.00	778.50	.00	778.50
1997	303700	SC INS. RES FND	222089	971201	15		P/D CV	.00	1759.00	420.84	2179.84
SUBT								0.00	19658.57	2236.56	21895.13
1998	303700	SC INS. RES FND	222298	980101	15		P/D CV	.00	216.07	150.11	366.18
SUBT								0.00	216.07	150.11	366.18
GRAN								0.00	83240.38	11276.20	94516.58

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**CRITERIA FOR
EFFECTIVE
PROGRAMS
TO REDUCE TEEN
PREGNANCY**

In the past decade, extensive research has been conducted to identify effective programs for reducing teen pregnancy. A summary analysis of credible, published research, *No Easy Answers*, was recently published by the National Campaign to Prevent Teen Pregnancy. This document identified the types of programs that showed effects on teen sexual behaviors and the necessary characteristics of those programs.

Curriculum-based Sexuality and AIDS Education Programs

Effective programs discuss BOTH abstinence and contraception or condoms as methods to prevent pregnancy and STDs. Research is clear and conclusive that these programs DO NOT cause increases in sexual activity. Effective programs have nine common elements:

1. A clear focus on sexual behaviors that lead to pregnancy or HIV/STD infection
2. Behavior goals, teaching methods and materials are appropriate for age, sexual experience and culture of students.
3. Based on social learning principles that are proven effective in influencing other health-risk behaviors
4. Last a sufficient length of time to develop skills
5. Use teaching methods that involve students and help them personalize the information
6. Provide accurate information about risks of unprotected intercourse and methods for avoiding
7. Include activities addressing social and media pressures on sexual behaviors
8. Provide modeling and practice of communication, negotiation and refusal skills
9. Have teachers or group leaders that believe in the program and are trained to conduct the program.

Research is clear that education programs with these characteristics are more likely to affect behavior, that is, delay the onset of sexual activity, reduce the frequency of sexual activity, reduce the number of partners, increase contraceptive/condom use.

The evidence is also clear that no ONE type of program is effective for all teens, and that multiple component programs must be sustained over time and continue to reinforce desired behaviors over time for long term effects.

This review also identified types of programs for which there currently is NO reliable evidence of effect on teen sexual behavior:

1. Abstinence-only programs that emphasize the importance of abstaining from sexual intercourse, fear of risks and bad results, and/or the unreliability of contraception;
2. Sex education programs for parents and their children.

While both of these types of programs may have some value, current, credible research shows no effects on behavior. It should be noted that many studies have research flaws that may contribute to the lack of effect.

EFFECTIVE SEXUALITY AND AIDS EDUCATION PROGRAMS

REDUCING THE RISK (RTR)

Available from ETR Associates, PO Box 1830, Santa Cruz, CA 95061-1830 (800) 321-4407 Cost \$50

RTR is a 16 lesson curriculum for high school teens that focuses on developing refusal, communication and negotiation skills for avoiding unprotected intercourse and includes knowledge of risks and consequences addressing both pregnancy and STD/AIDS. Research results show both delay of onset of sexual activity, increased use of protection for sexually active youth, and increased parent-child communication about sexual issue. RTR is used in SC schools, meets the requirements of the CHE law and trainers are available from the SC Department of Education.

BE PROUD, BE RESPONSIBLE

Available from Select Media, 60 Warren St., New York, NY 10007 (212) 752-4437 Cost \$90

This is 5 hour AIDS education curriculum implemented in small groups and evaluated with sexually active inner city African American boys; focuses on risk information and communication skills for using condoms. Effective in increasing condom use and decreasing frequency and number of partners. Be Proud group leaders are available in the eight SC HIV Collaborations.

BECOMING A RESPONSIBLE TEEN (BART)

Guide is available from ETR Associates, PO Box 1830, Santa Cruz, CA 95061-1830 (800) 321-4407 Cost \$45

Videos are available from Select Media, 60 Warren St., New York, NY 10007 (212) 752-4437 Cost \$130

BART is an 8-lesson AIDS education curriculum developed and evaluated with southern African American youth. Males and females taught separately, focusing on risk information, communication and skills for abstinence and use of condoms. Highly effective in delaying initiation of sex, increasing use of condoms and decreasing frequency of sexual activity for both boys and girls. BART group leaders are available in the eight SC HIV Collaborations.

GET REAL ABOUT AIDS (GRAA)

Available from Altschul Group, 1560 Sherman Ave., Suite 100, Evanston, IL 60201 (708) 328-6700 Cost \$500

GRAA is packaged in kits suitable for 6-9 graders and 9-12 graders. Each is a 15-lesson curriculum focusing on increasing perception of vulnerability, risk behaviors, and developing abstinence/refusal skills, communication and condom skills. Both have a well-designed parent education component. Research results with the high school program showed increased use of protection and decreased number of partners. This program is used in SC schools, complies with the CHE law and trainers are available from the Department of Education.

POSTPONING SEXUAL INVOLVMENT

Available from Grady Hospital Teen Program, Atlanta, GA Cost: \$85

PSI (abstinence only) has 5 lessons for early adolescents on risks and peer pressure and refusal skills; a companion program has 5 lessons on sexuality, decision-making, and contraception. The combined program was effective in delaying the onset of sexual activity when evaluated in a large study of girls in Atlanta. PSI by itself was evaluated in a large well-designed study in California and showed no effect on any sexual behaviors. PSI is used in SC schools and trainers are available from the Department of Education.

VALUES AND CHOICES

Available from Search Institute, Thresher Square West, Suite 210, 700 S. Third St., Minneapolis, MN 55415 (800) 888-7828

This is a middle school sexuality education curriculum that uses video and focuses on developing consensus values of respect, responsibility, honesty, justice, and tolerance in relationships. Evaluation showed increased behavioral intention to delay sexual activity.

LIVING SMART-SEX CAN WAIT

Available from ETR Associates, PO Box 1830, Santa Cruz, CA 95061-1830 (800) 321-4407 Cost \$60

This is a 24 lesson middle school abstinence-focused curriculum that uses a positive skill-based approach: understanding self, decision and communication skills, goal setting and life-planning. Research results were weak but positive in reducing frequency of sex. The study design was flawed, thus inconclusive. It has since been revised as a with a high school as well as middle school program.

WILL POWER; WON'T POWER

Available from Girls Inc. National Resource Center, 441 W. Michigan St., Indianapolis, IN 46202 (317) 634-7546. (Revised in 1997)

This program has 6-2 hour session focused on building assertive communication and resistance skills for low income, mostly African American girls. It's an abstinence program but with a positive not negative approach. The evaluation has major flaws, but girls who attended all sessions were more likely to delay initiation of sex.

TEEN INCENTIVES

No curriculum available

An after school program for low income, minority boys and girls with Part 1 being 8 weekly sessions in small groups focused on self-esteem, decision and communication skills, relationships, sexuality and protection topics; Part 2 being a 6 week career mentorship with health care workers, and Part 3 role playing relationship situations. Research results showed increased use of contraception and decreased frequency of intercourse.

TOPS-TEEN OUTREACH PROGRAM

No curriculum available; program is for middle and high school students and consists of weekly small group discussions (in classroom or community sites) of values, relationships, decision-making, communication skills, parenting, life options and participation of students in volunteer experiences in the school or community. Evaluation results show significant decrease in pregnancy rates, but groups were self-selected, not randomly assigned, and only 8 months between pre-post measures. No data was collected on sexual behavior or contraceptive use.

SEXUALITY AND RELATIONSHIPS; PUBERTY and REPRODUCTIVE HEALTH; AND HIV and STD

Available from ETR Associates, PO Box 1830, Santa Cruz, CA 95061-1830 (800) 321-4407 Cost @ \$30

These are skills-based curriculum modules of learning activities about human sexuality and prevention of pregnancy and STDs. Not evaluated but contains the 8 of the 9 elements of effective curricula. #9(training) is available from Department of Education.

**SC DHEC DISTRICT/COUNTY HEALTH DEPARTMENT
CONTACTS**

COUNTY	CONTACT NAME	TELEPHONE #
ABBEVILLE	George T. (Tom) Fabian, MD	864-942-3600
AIKEN	Morris Govan	803-642-1604
ALLENDALE	Morris Govan	803-642-1604
ANDERSON	Becky F. Campbell, PhD	864-260-5541
BAMBERG	Leonard F. Rice	803-536-9060
BARNWELL	Morris Govan	803-642-1604
BEAUFORT	Mary Helen Niemeyer, MD	843-525-7603
BERKELELY	John Simkovich, DDS, MHA	843-740-0800
CALHOUN	Leonard F. Rice	803-536-9060
CHARLESTON	John Simkovich, DDS, MHA	843-740-0800
CHEROKEE	Jane Foster, RN, MPH	864-596-3334
CHESTER	Richard Funderburk, MBA	803-286-9948
CHESTERFIELD	Harold W. Gowdy, Jr., MD	843-661-4830
CLARENDON	Derrick Mims	803-773-5511
COLLETON	Mary Helen Neimeyer, MD	843-525-7603
DARLINGTON	Harold W. Gowdy, Jr., MD	843-661-4830
DILLON	Harold W. Gowdy, Jr., MD	843-661-4830
DORCHESTER	John Simkovich, DDS, MHA	843-740-0800
EDGEFIELD	George T. (Tom) Fabian, MD	864-942-3600
FAIRFIELD	Ernie Bell, PhD	803-929-6530
FLORENCE	Harold W. Gowdy, Jr., MD	843-661-4830
GEORGETOWN	Covia Stanley, MD	843-365-3126
GREENVILLE	Ronald Rolett, MD	864-467-8800
GREENWOOD	George T. (Tom) Fabian, MD	864-942-3600
HAMPTON	Mary Helen Niemeyer, MD	843-525-7603

**INSTITUTE OF MEDICINE
REPORT**

THE BEST INTENTIONS

**Unintended Pregnancy and the Well-Being of
Children and Families, National Academy
Press, 1995.**

**COUNTY GRANTS FUND FOR
ADOLESCENT PREGNANCY
PREVENTION
INITIATIVE
TECHNICAL ASSISTANCE**

AVAILABLE FROM



South Carolina Department of Health
and Environmental Control

No Easy Answers - research Findings on Programs to Reduce Teen
Pregnancy, Douglas Kirby, Ph.D.

A research review commissioned by the National Campaign's Task Force on
Effective Programs and Research.

INTRODUCTION

Sex outside of marriage is a risky behavior that a large majority of America's young people are engaging in that needs immediate attention. Out of wedlock sexual behavior is burgeoning because of a variety of factors such as the media's approval of and push toward promiscuity, inadequate adult supervision, and overwhelming loneliness and feelings of worthlessness on the part of young people.

Over the last several decades the average age of menarche and spermarche have decreased, the average age of first sexual intercourse has decreased, and the average age of marriage has increased substantially (Kirby, 1997). These trends have resulted in a much larger gap between the time young people become fertile and the time they marry, resulting in a period of about 12 years during which out of wedlock pregnancies can occur and sexually transmitted diseases can be contracted.

Current data from the National Center for Health Statistics (1998) indicate nearly 13% of all live births are to teenagers between the ages of 15-19 with 32% of all live births occurring out of wedlock. Giving birth out of wedlock causes problems for the teen mother including a higher risk of not completing her education, lowering her future income potential, increasing the probability of welfare dependence and increasing the probability of having a low birth weight infant. Additionally, low birth weight infants are susceptible to a host of medical and behavioral difficulties including respiratory distress syndrome, anoxia or cerebral hemorrhaging (Hack, Breslau, Aram, Weissmand, Klein & Borawski-Clark, 1992), delayed cognitive and language development and distractibility (Byrne, Ellsworth, Bowering & Vincer, 1993). Finally, a high rate of abortions are performed on teenage women with approximately 40% of teen pregnancies ending in abortion (Alan Guttmacher Institute, 1998).

The contraction of sexually transmitted diseases is of major concern when considering sexual activity in young people. Every year approximately 3 million, or one in four teenagers,

contract a sexually transmitted disease (Alan Guttmacher Institute, 1998). In a single instance of unprotected sexual intercourse with an infected partner, a young woman has a 1% chance of acquiring HIV, a 30% risk of contracting genital herpes and a 50% chance of contracting gonorrhea. Finally, studies show up to 15% of sexually active teen women are infected with human papillomavirus (HPV) which has been linked to cervical cancer.

According to data from the Alan Guttmacher Institute (1998) about three-quarters of teens use contraception, usually a condom, the first time they have sex. However, the use of a condom does not provide infallible protection against pregnancy or the acquisition of sexually transmitted diseases (Medical Institute for Sexual Health). Furthermore, a sexually active teenage girl who fails to use contraception has a 90% chance of becoming pregnant within a year (Alan Guttmacher Institute, 1998).

In South Carolina, according to the Youth Risk Behavior Survey (1995), 62% of females and 70% of males in grades 9 - 12 reported ever having sexual intercourse with 10% of females and 29% of males reporting first intercourse before the age of 13. Sixty percent of adolescent females who report having had sex before the age of 15, report they had sex involuntarily (Alan Guttmacher Institute, 1998). In 1995, 47% of the males and 45% of the females in the South Carolina survey reported being currently sexually active, down from 54% of males and 46% of females in 1991. Finally, 8% of the males and 9% of the females surveyed in 1995 reported ever having been pregnant or gotten someone pregnant, down from 13% of males and 10% of females in 1991.

Because of the significant risks sexual activity poses for young people, researchers and clinicians involved in this public health issue have advocated for better use of contraception among young people (Levinson, 1995), delay of sexual activity (Howard & McCabe, 1990) and, more recently, abstinence as a standard for behavior in American society (Department of Health and Human Services, 1997).

The only infallible protection for young people from out of wedlock pregnancies and

that teens who have been dating for a long time should be willing to go ahead and have sexual intercourse if their partner wants to, even if they do not want to.

Two questions assess the interaction of attitudes toward teenage, premarital intercourse and sexually transmitted diseases--the best way to avoid STD's is to wait until marriage to have sex and, with the dangers of STD's, it just doesn't make sense to have sex.

Five items assess attitudes involving the student's friends--how closely their ideas about what is right and wrong in sexual behavior agree, whether the student's friends would approve of young people their age having sexual intercourse, how many of his or her friends have had sexual intercourse and whether there is pressure from friends to have sex or support from friends to wait until marriage before having sex.

Two questions address the issue of having children out of wedlock. The first asks whether the student would consider having a child if not married and the second asks the student to assess how having a child would affect the quality of his or her life.

Three questions assess the student's perceptions of his or her own sexual behavior in the future--how likely it is that someone might try to get him or her to have sexual intercourse during the next year, and, if so, what he or she would do and how likely they think it is that he or she will have sex at any time before they get married.

Finally, one question asks the student how frequently they believe sexual urges can be controlled and two questions ask the student for his or her reasons for either not ever having had sexual intercourse or abstaining from further sexual contact.

Procedure

Written consent was obtained from each student's parent or guardian giving permission for the child to participate in the sex education program. Consent implied the parent or guardian also consented to having his or her child participate in the pre and post testing as a part of the program. Each child was insured his or her answers would be kept confidential.

A master list including identification numbers and a space for each student's name was

prepared. Each questionnaire had a cover page attached which included the name of the school, whether the questionnaire was a pre or a post test and a blank in which to record an identification number. The identification numbers began with 001 and questionnaires were numbered consecutively.

At the time of pre testing, each student came individually to the teacher's desk and gave his or her name. Heritage Community Services (HCS) staff recorded the student's name on the master list next to an identification number. The student was handed a questionnaire with the same identification number as recorded beside his or her name on the master list and then asked to return to his or her seat to complete the questionnaire. When the student was finished, he or she returned the completed questionnaire to HCS staff.

At the time of post testing, each student was asked to come individually to the teachers desk and give his or her name. The master sheet was consulted to identify that student's identification number. This identification number was then written on a post test questionnaire and handed to the student. The student was asked to return to his or her seat to complete the questionnaire. The student returned the completed questionnaire to HCS staff when he or she was through.

Adhering to this procedure ensured that each student's pre and post test could be matched appropriately, but not identified with the student's name or social security number. The master lists containing the student's name were destroyed at the completion of data collection.

RESULTS

Factor Analysis

In order to see whether items on the Attitudes Toward Sexual Activity Scale (ATSA) formed meaningful clusters, a Principle Components Factor Analysis was performed with an orthogonal solution. Eigenvalues over 1 and factor loadings over .50 were used as selection criteria for the factor scales. The factor analysis revealed 6 factors as follows: perceptions of out of wedlock sexual activity on future outcome (Factor 1); communication with parents (Factor 2); permissive attitudes toward sexual activity (Factor 3); dating rules (Factor 4); future orientation-

Carolina encourage business leaders to support the abstinence message through advertising and other appropriate means and 5) that the State of South Carolina develop a program to work with media personnel to promote wholesome and realistic abstinence based images of sexuality on television and in the print media, especially those segments of the media popular with young people.

Behavioral Intention

The most sophisticated analyses reported in this paper were the multiple regression analyses identifying those variables we measured which best predict short and long term behavioral intention to engage in sexual activity out of wedlock. As stated previously, behavioral intention has been found to be a reliable predictor of actual sexual behavior (Weed, Olsen, DeGaston, & Prigmore, 1992).

In the short term, the best predictor of engaging in sexual activity was the student's perception of the impact of sexual activity on their future, followed by permissive attitudes toward sexual activity and endorsement of their parents dating rules. In the longer term, the best predictor of out of wedlock sexual activity was permissive sexual attitudes, followed by the perception of the impact of sexual activity on their future and endorsement of parental dating rules. These findings suggest that program content emphasize strongly the negative impact out of wedlock sexual activity can have on future educational, marital, family and career plans and the benefits to the student of waiting until marriage to engage in sexual intercourse.

Permissive attitudes toward sexual activity are caused by numerous variables. Among these are permissiveness displayed blatantly in the media, overtly sexual song lyrics, permissive attitudes held by parents and teachers, the double standard of sexual behavior still in effect for young men and women, the failure of churches and religious leaders to speak directly against out of wedlock sexual intercourse and a host of other societal influences. These influences on attitude formation cannot be eradicated by a one shot program such as the one described in this report. Therefore,

we again recommend the development of a statewide plan aimed at altering the cultural influences on sexual attitudes.

Finally, clear and direct communication from parents regarding appropriate dating and sexual behavior and an open relationship between parents and their children which encourages children to ask questions about sex of their parents appears to be a powerful influence on choosing abstinence from sexual activity. Data from the National Longitudinal Study of Adolescent Health shows that perceived parental disapproval of adolescent sex and adolescent use of contraception were protective factors against early sexual intercourse and pregnancy (Blum & Rinehart, 1998). This suggests that parents should be involved in the education of their children regarding sexual matters and that communication throughout the dating years between parents and their children should be encouraged and supported. Also, parents may require education about the dangers of out of wedlock sexual activity and the benefits to their children of abstinence, especially those parents who themselves engaged in pre-marital sexual intercourse. Therefore, it is recommended that any future abstinence based programs include an educational component for parents focusing on the dangers of out of wedlock sexual activity, the advantages of abstinence, effective communication with adolescents regarding sexual matters, including the importance of being direct with adolescents about what parents approve and disapprove of in sexual behavior.

Other issues that should be emphasized in program content include the impact of having a baby on the student's life, education that sexual urges can be controlled by anyone, the provision of logical arguments and facts which support the "good sense" that abstinence makes and aid in resisting peer pressure.

Analyses of Gender

The results show that the attitudes held by females are generally more consistent with and supportive of abstinence in comparison with males. For example, females were more likely to view teenage sexual intercourse as detrimental to their future both at pre and at post testing. Additionally,

nature, for example, sexually transmitted diseases. However, because we certainly do not want students to miss the link between their current sexual behavior and future plans, it is recommended that this link be included purposely and directly in future program content and that students be supported actively in making long range future plans and in their desires to be successful.

Student Evaluation of Program and Teachers

It is clear from the results that the students generally rated the program very highly. For example, nearly 70% of the students rated the program as "Excellent" or "Good" and the majority found the program helpful and said they would recommend it to a friend. It is also clear that the students liked the program teachers a great deal. The clear majority of the students said the teacher gave clear explanations, was fair and reasonable, encouraged the students to ask questions and related the material to everyday life.

However, a much smaller percentage than desired rated the program presentations, exercises and activities highly. Therefore, the following recommendations are made to improve program content and presentations: 1) provide intensive training to program teachers in the areas of adolescent development, learning theory, teaching effectiveness (use of positive reinforcement, giving cues and feedback, cooperative learning, student learning styles, "hands on" approaches), classroom discipline and teacher attitudes which affect student learning; 2) include exercises and activities daily which are stimulating, engaging and age appropriate.

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- South Carolina Youth Risk Behavior Survey Report (1995). Department of Health Promotion & Education, School of Public Health, University of South Carolina.

SECTION 47

TO AMEND TITLE 44 OF THE 1976 CODE, RELATING TO HEALTH, BY ADDING CHAPTER 122 SO AS TO CREATE THE COUNTY GRANTS FUND PROGRAM FOR ADOLESCENT PREGNANCY PREVENTION INITIATIVES; TO PROVIDE FOR THE ADMINISTRATION AND DISTRIBUTION OF MONIES APPROPRIATED TO THE GRANTS FUND; AND TO REQUIRE REGULAR EVALUATIONS OF PROJECTS RECEIVING MONIES FROM THE GRANTS FUND.

A. Title 44 of the 1976 Code is amended by adding:

"CHAPTER 122

County Grants Fund

for Adolescent Pregnancy Prevention Initiatives

Section 44-122-10. As used in this chapter:

- (1) 'Adolescent' means an individual nineteen years of age and under.
- (2) 'Contractor' means a public or private agency or organization receiving money from the fund.
- (3) 'County government' means the governing body of a county or the organization or agency in a county that has been designated pursuant to Section 44-122-30(C) to assume the duties and responsibilities assigned to county governments.
- (4) 'Department' means the South Carolina Department of Social Services.
- (5) 'Initiative' means a local program or project funded by a county pursuant to this chapter.
- + (6) 'Short term outcomes' means the intermediate results that a particular adolescent pregnancy prevention intervention is likely to produce including, but not limited to, increased knowledge, behavior change, or delays or reductions in sexual activity.
- + (7) 'Long term outcome' means the measurable reduction in the rate of adolescent pregnancy for a specific target population or defined geographic area.
- (8) 'Primary pregnancy prevention' means prevention of first pregnancy.
- (9) 'Fund' means the County Grants Fund for Adolescent Pregnancy Prevention Initiatives created by this chapter.

Section 44-122-20. (A) There is established the County Grants Fund for Adolescent Pregnancy Prevention Initiatives. The fund must be administered by the department and county governments as provided in this chapter. The purpose of the fund is to support local efforts to prevent early sexual activity and to measurably reduce the rate of adolescent pregnancy in each county and in the State and to ensure that these efforts reflect local community values.

(B) Any program components funded by federal Temporary Assistance for Needy Families (TANF) dollars are subject to TANF reporting requirements and federal fiscal accountability requirements. The department shall amend the South Carolina Temporary Assistance for Needy Families (TANF) Block Grant State Plan as required by federal law to govern expenditures of federal TANF dollars.

Section 44-122-30. (A) Ten percent of the money appropriated annually to the fund by the General Assembly is to be used by the department to evaluate the effectiveness of each initiative and the fund as specified in Section 44-122-60. The remaining money must be distributed by the department to each county government in the following manner:

- (1) fifteen percent of the money appropriated must be allocated evenly among all counties;
- (2) fifteen percent of the money appropriated must be allocated to counties based on the size of their adolescent population;
- (3) twenty percent of the money appropriated must be allocated to counties based on their rate of adolescent pregnancy;
- (4) forty percent of the funds appropriated must be allocated to counties based on their number of adolescent pregnancies.

A county government may retain up to five percent of the money it receives to cover the actual costs of administering the fund. All other funds must be allocated for initiatives mainly focused on primary pregnancy prevention. Money must be allocated by the county within two years of receipt.

(B) Money appropriated to the fund must not be used for:

- (1) purchase of inpatient care;
- (2) purchase or improvement of land;
- (3) purchase, construction, or permanent improvement of any building or other facility;
- (4) purchase of major equipment;
- (5) transportation to or from abortion services;
- (6) abortions; or
- (7) provision of anything of monetary value to a participant in a local project or initiative; counseling and guidance may be provided as well as any service of nonmonetary value.

(C) If the governing body of a county chooses not to assume the responsibilities and duties assigned to county governments by this chapter:

- (1) the governing body may designate an agency or organization to assume those responsibilities and duties; or
- (2) in the absence of designation by the governing body, the department may designate another agency or organization within the county to assume those responsibilities and duties.

If a county government uses money it receives pursuant to subsection (A) in a manner not expressly authorized by this chapter, the department may designate another agency or organization within the county to assume those responsibilities and duties.

Section 44-122-40. (A) A local public or private agency or organization or combination of these agencies and organizations may apply to the county government for an allocation of funds to operate an adolescent pregnancy prevention initiative. All initiatives funded by the county government pursuant to this chapter shall emphasize premarital sexual abstinence and male responsibility. All applications must meet the following minimum standards for consideration:

(1) Each initiative must have a plan of action for prevention of adolescent pregnancy that extends for at least five years. The proposal must include convincing evidence of a direct link between project activities and the reduction of adolescent pregnancy in the target population.

(2) Each initiative must have realistic, specific, and measurable goals, objectives, timelines, and budget for the prevention of adolescent pregnancy.

(3) The proposal must include a description of the method for collecting and reporting the data required by the department to evaluate the effectiveness of the initiative as specified in Section 44-122-60. Each initiative, before submitting its proposal, must send a representative to the evaluation standards workshop sponsored by the department.

(B) Continuation of funding for a local teen pregnancy prevention initiative is contingent upon:

(1) successful evaluation of the effectiveness of the contractor's performance in achieving its short term outcomes within the first two years of receiving money and in achieving the fund's long term outcome by the end of the third year of receiving money; and

(2) the contractor updating information concerning the nature of the problem in its target population, available resources, and potential barriers to success, with appropriate changes in the initiative's goals, objectives, timelines, and budget.

Section 44-122-50. (A) The Department of Social Services shall:

(1) monitor the statewide administration of the fund;

(2) evaluate the success of the initiatives funded under this chapter, as required by Section 44-122-60;

(3) analyze all available information and report to the Governor and the General Assembly on the effectiveness of the fund in measurably reducing the rate of adolescent pregnancy in the State. These reports must be made annually, with the first report due

three years after the first distribution of funds pursuant to Section 44-122-30(A); and
(4) provide to each county government specific criteria required by this chapter.

(B) County governments shall:

(1) oversee and administer funds distributed to the county pursuant to Section 44-122-30(A);

(2) choose from among the applicants that meet the minimum standards;

(3) develop additional criteria, as necessary, to meet specific local needs; and

(4) monitor contractors' progress in meeting stated goals, objectives, and timelines.

(C) Contractors shall:

(1) comply with reporting, contracting, and evaluation requirements of the county government and the department;

(2) define and maintain cooperative ties with other community institutions;

(3) coordinate and collaborate with other community entities that have an interest in positive youth development and adolescent risk behavior reduction;

(4) obtain approval from the county government before making changes in program goals, objectives, and target populations; and

(5) before the beginning of each fiscal year, submit to the county government for approval a budget of planned expenditures, and at the end of each fiscal year, render an accounting of expenditures to the county government.

(D) The Department of Health and Environmental Control shall:

(1) provide technical assistance and training to county governments and contractors, as needed, related to adolescent pregnancy prevention issues; and

(2) if a community health assessment has been conducted in a county, share information with county governments, contractors, and program applicants about the nature of the problem, available resources, and potential barriers to the development of teen pregnancy prevention projects and activities.

Section 44-122-60. An evaluation must be conducted by a firm or individual external to the department, on a schedule to be determined by the department and must assess the effectiveness of each initiative in meeting its short and long term outcomes. Evaluation standards must be consistent across all initiatives. The evaluation also must assess the effectiveness of each county government's efforts in measurably reducing the rate of adolescent pregnancy for the county. These efforts include administration of the fund and selection and oversight of contractors."

B. This section takes effect July 1, 1998.

OCONEE COUNTY**POSITION DESCRIPTION****GRANTS COORDINATOR****GENERAL PURPOSE**

Performs a variety of routine and complex administrative, technical and professional work in the development and coordination of grants. Performs bookkeeping duties such as reconciling bank statements and verifying financial reports.

SUPERVISION RECEIVED

Works under the general supervision of the Finance Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES***Grant Monitoring:***

Assists the ~~County Supervisor~~ and Finance Director in all phases of grant development and monitoring. Prepares all paperwork required for grants.

Assists the Appalachian Council of Governments and other departments in compiling information for grant applications.

Assists staff of the Appalachian Council of Governments in setting dates and times for public hearings. Attends public hearings and provides information as needed. Meets with community groups to explain grant requirements.

Records the receipt of all grant funds and monitors the grant's spending schedule. Reviews all invoices for payments with grant funds. Verifies amounts by line item to ensure invoices can be paid within grant guidelines. Codes invoices for payment.

Prepares a variety of studies, reports and related information for decision-making purposes. Summarizes grant revenue and expenditures in a spreadsheet form. Presents information to public officials, supervisors, boards, commissions, civic groups and the general public

Reviews literature that indicates the availability of grant funds from governmental agencies and private foundations to determine feasibility of developing programs.

Bookkeeping:

Prepares Accommodation Tax Reports, including expenses, grants, and awards.

Checks reports, records and accounting tables for mistakes in arithmetic or posting; balances accounts.

Compares bank statements with canceled checks and reconciles discrepancies in records and accounts.

Compares computer-printout data against source documents and journal entries to verify accuracy, and prepares input forms to reconcile errors.

Reviews source documents, such as vouchers, invoices, cash receipts, and purchase orders, for completeness and accuracy.

Records, logs, or posts information.

Reconciles invoices, receipts, vouchers and bank deposits.

Assists in processing claims and vouchers for payment, and verification of account codes.

PERIPHERAL DUTIES

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of grant development and administration.

May fill in for other positions in the Finance Department.

Performs other related duties as required.

DESIRED MINIMUM QUALIFICATIONS**Education and Experience:**

- (A) Associate's Degree in business, accounting, or a related field.
- (B) Three (3) years of related experience; or
- (C) Any equivalent combination of education or experience

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of grants administration
- (B) Skill in the operation of the listed tools and equipment
- (C) Ability to communicate effectively orally and in writing with architects, contractors, engineers, local officials, developers, owners, supervisors, employees, and the general public; Ability to establish effective working relationships.

SPECIAL REQUIREMENTS

Valid SC Driver's License, or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet applications; financial software; motor vehicle; calculator; phone; copy and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various sites for environmental assessment and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to stoop, kneel, talk or hear.

The employee must occasionally lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

9/3/98-MDG



School District of Oconee County Administrative Offices

North College and East North Broad Streets, P.O. Box 649, Walhalla, SC 29691 • (864) 638-4000 • Fax (864) 638-4031

August 26, 1998

Oconee County Council
Mr. Harrison Orr
Supervisor
415 South Pine Street
Walhalla, SC 29691

Dear Harrison:

The Board of Trustees of the School District of Oconee County hereby request that we end our lease with Oconee County of the building commonly referred to as the old Discount Mart Building.

If this is agreeable to you and Oconee County Council, please let us know, in writing, at your convenience.

We will continue our lease to you of the old Food Service Building on Short Street for \$1.00 per year for 25 years, which period of time commenced on February 18, 1981, and will end on February 18, 2006.

Sincerely,

Buddy G. Herring
Supt. of Education

BGH:mp

Oconee County Council

Tim Hall, III
District One
296 Lisa Lane
Mountain Rest, SC 29664

J. Harold Thomas
District Two
Post Office Box 309
Walhalla, SC 29691

Harry R. Hamilton
District Three
702 Quincy Road
Seneca, SC 29678

Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

Harrison E. Orr
Supervisor, Chairman
208 Booker Drive
Walhalla, SC 29691
(864) 638-4242

Ann H. Hughes
District Four
117 Jolin Drive
Westminster, SC 29693

Charles R. "Chuck" Timms
District Five
620 Lowry Lane
Seneca, SC 29678

Timothy M. Cain
County Attorney
Post Office Box 698
Seneca, SC 29679

September 16, 1998

Mr. Buddy G. Herring
Superintendent of Education
P. O. Box 649
Walhalla, SC 29691

Dear Mr. Herring:

The purpose of this letter is to inform you that Oconee County releases the Oconee County School District from the agreement entered into the 18th day of February, 1981 and expiring the 18th day of February, 2001 by and between Oconee County and the Oconee County School District for the building commonly known as the "Discount Mart".

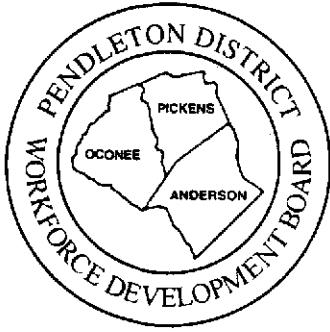
Please do not hesitate to contact this office if we can be of further assistance to you in this matter.

Sincerely,

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

HEO/og

C: File



PENDLETON DISTRICT WORKFORCE DEVELOPMENT BOARD

Highway 76 • Post Office Box 587
Pendleton, South Carolina 29670

Serving Anderson, Oconee and Pickens Counties since 1983

August 31, 1998

Oconee County Council
Harrison E. Orr
Chairman
208 Booker Drive
Walhalla, SC 29691

Dear Chairman Orr:

The following Oconee County Representatives' terms on the Pendleton District Workforce Development board expired June 30, 1998:

Jerry Dyar
77 Short Street
Walhalla, SC 29691
Representing: Community Based Organizations, American Legion

Thomas Campbell
PO Box 872
Clemson, SC 29633
Representing: Private Sector, Greenfield Industries

Considering their dedication and contributions in previous terms, I am requesting that they be appointed to the Pendleton District Workforce Development Board for another three-year term beginning July 1, 1998, and ending June 30, 2001.

Please advise me in writing of the Oconee County Council's action on these reappointments at the earliest possible date.

Sincerely,


Lawrence R. Inabinet
Chairman

LRI/jsm

CC: Jerry Dyar
Thomas Campbell